

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

|                        |   |                     |
|------------------------|---|---------------------|
| DIANN BLACKWELL        | ) |                     |
|                        | ) |                     |
| Plaintiff,             | ) |                     |
|                        | ) | Judge Aspen         |
| v.                     | ) |                     |
|                        | ) | Case No.: 07 C 6896 |
| NCO FINANCIAL SYSTEMS, | ) |                     |
| INC.                   | ) |                     |
|                        | ) |                     |
| Defendants.            | ) |                     |
|                        | ) |                     |

**OFFER OF JUDGMENT**

TO: PLAINTIFF DIANN BLACKWELL, (hereinafter "plaintiff"), by and through her attorney, Jeffrey S. Hyslip of LEGAL HELPERS, P.C., 20 West Kinzie Street, Suite 1300, Chicago, Illinois 60610


Pursuant to Fed. R. Civ. P. 68, defendant NCO Financial Systems, Inc. (hereinafter "NCO") hereby offers to allow judgment to be taken against it and in favor of plaintiff, as follows:

1. Judgment shall be entered against NCO for statutory damages in the amount of One Thousand and No/100 Dollars (\$1,000.00) for Defendant's alleged violations of the Fair Debt Collection Practices Act;
2. The Judgment entered shall include an additional amount for plaintiff's reasonable costs and attorney's fees accrued through the date of this Offer of Judgment either: 1) as agreed to by counsel for the parties; or 2), in the event counsel cannot agree, as determined by the Court upon application by plaintiff's counsel;
3. In addition, plaintiff Diann Blackwell has alleged that she has suffered "actual" damages. Accordingly, this Offer of Judgment includes compensation for plaintiff's claimed "actual" damages being added to this Offer of Judgment in the amount of Five Hundred and No/100 Dollars


(\$500.00);

4. The Judgment entered in accordance with this Offer of Judgment is to be in total settlement of any and all claims by plaintiff against all Defendants, said judgment shall have no effect whatsoever except in settlement of those claims;
5. This Offer of Judgment is made solely for the purposes specified in Fed. R. Civ. P. 68, and is not to be construed either as an admission that any defendant is liable in this action, or that plaintiff has suffered any damage;
6. In accordance with Fed. R. Civ. P. 68, if this Offer of Judgment is not accepted by plaintiff within 10 days after service of the Offer, the Offer shall be deemed withdrawn and evidence of this Offer will be inadmissible except in any proceeding to recover costs. If this Offer of Judgment is not accepted by plaintiff and the judgment finally obtained by plaintiff is not more favorable than this Offer, the plaintiff must pay her costs incurred after making this Offer, as well as the costs of Defendant as allowed by the law of this Circuit.

ACCEPTED: \_\_\_\_\_

  
Plaintiff

DATE: \_\_\_\_\_

  
3/24/08

Respectfully submitted,

  
Attorney for Defendants

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Attorneys for Defendant NCO Financial Systems, Inc.